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11 CPL HOLDINGS, LLC, LOWERMYBILLS,  
12 INC., STEVE KRENZER, AND MITCHELL  
13 VINER

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16 **WESTERN DIVISION**

17 SUE RODRIGUEZ, DEBORAH  
18 SUMLIN, LAURIE AMAGAN,  
19 TAALIBA WARDEN, NICK  
20 NICHOLS, STEED ROLLINS, DEBBI  
21 HOUSTON, COURTNEY DUSSEAU,  
22 VITO ANDRISANI, RUTH  
23 GABAUER, MIRANDA TAYLOR,  
24 ANTHONY ANNESKI, LORI  
25 JOACHIM, Individually and on behalf  
26 of all persons similarly situated,

27 Plaintiffs,

28 v.

EXPERIAN SERVICES CORP.,  
EXPERIAN INFORMATION  
SOLUTIONS, INC., EXPERIAN  
HOLDINGS, INC., CPL HOLDINGS,  
LLC, LOWERMYBILLS, INC.,  
STEPHEN BRIAN HEYMANN,  
STEVE KRENZER, MITCHELL  
VINER, and DOES 1-20,

Defendants.

Case No. 2:15-cv-03553-R-MRW

Assigned to Hon. Manuel L. Real

**DECLARATION OF MITCHELL  
VINER IN SUPPORT OF THE  
MOTION TO COMPEL  
ARBITRATION OF  
DEFENDANTS CPL HOLDINGS,  
LLC, LOWERMYBILLS, INC.,  
STEVE KRENZER, AND  
MITCHELL VINER**

Date: October 5, 2015

Time: 10:00 a.m.

Place: Dept. 8

Complaint Filed: May 12, 2015

Complaint Served: August 14, 2015

**DECLARATION OF MITCHELL VINER**

I, Mitchell Viner, declare and state:

1. I am General Counsel of CPL Holdings, LLC, which is the parent company to LowerMyBills, Inc. (“LowerMybills”). I have held this position since October 22, 2012. I make this Declaration in support of the concurrently filed Motion to Compel Arbitration of CPL Holdings, LLC, LowerMyBills, Steve Krenzer, and Mitchell Viner. In this Declaration, I shall refer to these parties, collectively, as the “LowerMyBills Defendants.” The facts set forth in this Declaration are of my own personal knowledge, and if called as a witness, I could and would testify competently as to their truth.

2. LowerMyBills is a free online referral service for consumers seeking debt relief and other assistance. LowerMyBills refers consumers that seek debt relief services—namely, the consolidation and, in some cases, reduction of consumer debt—to providers of such services based on the provider’s written warranties and representations and pre-selected consumer search criteria. In practice, when a consumer voluntarily visits LowerMyBills’s website seeking debt relief services, the consumer is asked to provide a zip code, age, level of debt, and other information. LowerMyBills, in turn, refers the consumer to one or more debt relief service providers that previously purchased such consumer referrals matching a set of criteria (*e.g.*, referrals of consumers of a given age, location, level of debt).

3. LowerMyBills accomplishes this by presenting the consumer with links to providers and providing a consumer’s contact information to providers. LowerMyBills thus refers consumers seeking debt relief services to debt relief service providers—that is, those providers who warrant, and contractually represent, that they are compliant with applicable law. When presented with one or more providers, the consumer is then free to contact a provider, to engage a provider that reaches out to the consumer, or to ignore the referrals altogether.

1 The consumer is at all times made aware, through the text of every relevant page of  
2 LowerMyBills's website, that LowerMyBills's service is a third-party referral  
3 service, and that his or her data will be shared with a third party provider.

4 4. LowerMyBills does not play any role in providing debt relief services  
5 to consumers, or any role at all with respect to a given consumer after referring that  
6 consumer to one or more debt relief service providers. Further, the LowerMyBills  
7 website states that any correspondence and/or business dealings between the  
8 consumer and the third-party provider is solely between the consumer and that  
9 third party.

10 5. In this lawsuit, plaintiffs allege that, from July 2008 through  
11 October 2012, they navigated to the LowerMyBills website looking for debt relief  
12 service providers. They allege that they "input" their personal information into the  
13 LowerMyBills website, and entered into an "agreement" with  
14 "LowerMyBills.com." Thereafter, plaintiffs allege that LowerMyBills generated  
15 "leads" and then sold those leads to debt relief service providers, after which  
16 plaintiffs hired one such debt relief service provider—Credit Alliance Group,  
17 Inc.—which plaintiffs allege subsequently defrauded them. Plaintiffs have sued  
18 LowerMyBills, its parent company CPL Holdings, LLC, myself, and Steve Krenzer  
19 (the CEO of CPL Holdings, LLC).

20 6. As General Counsel for CPL Holdings, LLC, I am familiar with the  
21 LowerMyBills website, its information entry procedures, its Terms of Use, and its  
22 Privacy Policy. To prepare this Declaration, I considered the LowerMyBills  
23 website as it existed from July 2008 through October 2012, and reviewed  
24 screenshots that would have been presented to plaintiffs when they navigated to the  
25 LowerMyBills website, as well as the information available on the website's  
26 information entry process. At all relevant times, the LowerMyBills Terms of Use  
27 appeared as a hyperlink at the bottom of every page of the LowerMyBills website,  
28 including during the information entry process. Moreover, at all relevant times,

users of the LowerMyBills service had to click a button indicating that they agreed to be bound by the LowerMyBills Terms of Use and Privacy Policy:

**You Are 90 Seconds Away From Better Results!**

1
2
3

**Total Debt Amount** \$20,000 - \$30,000

**Your Title**

**Your Age**

**First Name**

**Last Name**

**Email Address**

**Phone Numbers**



Home


-


Work/Cell


-

**AS SEEN ON:**

Los Angeles Times



**Click to See Your FREE Results**

By clicking the button above you agree to be matched with up to 4 professional financial agencies and for them to contact you even if your telephone number is on a corporate, state, or the National Do Not Call Registry, and you agree to our [Terms of Use](#) and [Privacy Policy](#).

[About Us](#) . [Site Map](#) . [Press](#) . [Careers](#) . [Affiliates](#) . [Partners](#) . [For Lenders](#) . [For Debt Partners](#) . [Unsubscribe](#) . [Home](#)  
[Terms of Use](#) . [Privacy](#) . [Licenses & Disclosures](#) . [Ad Targeting Policy](#)

© 2000-2011 LowerMyBills, Inc. All Rights Reserved. Patent Pending. 4859 W Slauson Ave #405, Los Angeles, CA 90056



(UNKNOWN) (Q-1) (T-8048) (P-8028) (PS-42040) (S-1)

Hyperlinks to the Terms of Use and Privacy Policy appeared on the same screen as the disclosure and acknowledgment and the “Click to See Your FREE Results!” button.

7. The exact language of the disclosure and acknowledgment (pictured above) varied slightly from July 2008 through October 2012. But at all times, the disclosure and acknowledgment stated: “By clicking the button above . . . you agree to our Terms of Use and Privacy Policy.” Furthermore, at all relevant times:

DECLARATION OF MITCHELL VINER I/S/O  
MOTION TO COMPEL ARBITRATION  
Case No. 2:15-cv-03553-R-MRW

1 (a) the “Terms of Use” and the “Privacy Policy” were accessible through hyperlinks  
2 that were underlined and appeared in blue text, as compared to the surrounding  
3 language that appeared in grey text; (b) the hyperlinks linked to the full text of the  
4 Terms of Use and the Privacy Policy; and (c) the disclosure and acknowledgment  
5 was visible without scrolling and in Arial size 9 font. The documents I attach as  
6 Exhibit 1 to this Declaration are true and correct copies of screenshots that would  
7 have appeared to plaintiffs when they accessed the LowerMyBills website.

8 8. From July 2008 through October 2012, every version of the  
9 LowerMyBills Terms of Use had a mandatory arbitration clause, which required  
10 that all disputes between LowerMyBills and plaintiffs relating to the LowerMyBills  
11 services be resolved through binding arbitration. I attach as Exhibit 2 to this  
12 Declaration a true and correct copy of the Terms of Use applicable from July 2008  
13 through August 25, 2008. I attach as Exhibit 3 to this Declaration a true and  
14 correct copy of the Terms of Use applicable from August 25, 2008 through  
15 January 4, 2010. I attach as Exhibit 4 to this Declaration a true and correct copy of  
16 the Terms of Use applicable from January 4, 2010 through March 28, 2012.  
17 I attach as Exhibit 5 to this Declaration a true and correct copy of the Terms of Use  
18 applicable from March 28, 2012 to October 2012.

19 9. Although the earlier versions of the LowerMyBills Terms of Use did  
20 not have an express class action waiver, it was never LowerMyBills’s intention to  
21 have class arbitration. LowerMyBills has never engaged in class arbitration, and  
22 does not consent to it now. After the United States Supreme Court decided  
23 *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011), LowerMyBills updated  
24 its Terms of Use to expressly make that clear.

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1 I declare, under penalty of perjury, under the laws of the United States of  
2 America, that the foregoing is true and correct. Dated this 3rd day of September,  
3 2015, in Santa Monica, California.

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6 Mitchell Viner  
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